

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 11-Jan-2005		4. REQUISITION/PURCHASE REQ. NO. W807PM-4324-5395		5. PROJECT NO.(If applicable)	
6. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG MS 39183-3435		CODE W912EE		7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. W912EE-05-B-0004	
				<input checked="" type="checkbox"/> X		9B. DATED (SEE ITEM 11) 17-Dec-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> X is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Reference Solicitation No. W912EE-05-B-0004 for FC/MR&T, Yazoo Basin, Yalobusha River Watershed, Calhoun and Webster Counties, Mississippi, Mississippi Delta Headwaters Project (DEC), Low Drop Grade Control Structures, LD-02-03, scheduled to open at 1400 hours on 25 January 2005, is amended as follows: <div style="text-align: center;">SEE CONTINUATION PAGE FOR CHANGES</div>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 11-Jan-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SPECIFICATIONS

Throughout the entire specifications wherever presented, “Calhoun and Webster Counties” has been changed to “Chickasaw and Webster Counties” in order to agree with the drawings and actual project locations.

Cover Page of Specifications is revised and replaced.

SPECIAL NOTICE TO BIDDERS (SNTB), page SNTB-1 is revised and replaced.

STANDARD FORM 1442, page 1 is revised and replaced.

SECTION 00010-BIDDING SCHEDULE, page 3 of 150 is revised and replaced.

Section 00100 Bidding Schedule/Instruction to Bidders, page 14 of 150 is revised and replaced.

Section C –Specifications/Drawings

Section 00700 – Contract Clauses, Contract Clause No. 52.222-39, “Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004),” is added to the end of Section 00700.

Section 01000 GENERAL CONTRACT REQUIREMENTS, page 6 is revised and replaced.

Section 01270 MEASUREMENT AND PAYMENT is revised and replaced in its entirety. Paragraph 1.1 LUMP SUM PAYMENT ITEMS has been revised.

Section 01356 STORM WATER POLLUTION PREVENTION PLAN (MS), page 4 has been revised and replaced.

Section 01452 MILESTONE COMPLIANCE REVIEW PROCEDURE (MCRP) is added.

Pages revised by this amendment have the notation "Revised by Amendment 0001" at the bottom of the page. Pages added by this amendment have the notation “Added by Amendment 0001 at the bottom of the page. Text added by this amendment is shown as underlined. Text deleted by this amendment is shown as overstruck.

Encls: Cover Sheet; SNTB-1; SF1442, page 1; 00010 Bidding Schedule, page 3; Section 00100, page 14; Section 00700, pages 151-153; Section 01000, page 6; Section 01270, pages 1 thru 2; Section 01356, page 4; Section 01452, pages 1 thru 4

SOLICITATION NO. W912EE-05-B-0004

DATE: 17 December 2004

SPECIFICATIONS

FOR

FC/MR&T, Yazoo Basin

Yalobusha River Watershed

Chickasaw and Webster Counties, Mississippi

Mississippi Delta Headwaters Project (DEC)

Low Drop Grade Control Structure

LD-02-03



**US Army Corps
of Engineers®**

♦Serving the Army
♦Serving the Nation

CEMVK-ED-DQ

**VICKSBURG DISTRICT
4155 CLAY STREET
VICKSBURG, MS 39183-3435**

SPECIAL NOTICES TO BIDDERS (SNTB)

INVITATION FOR BIDS NO. W912EE-05-B-0004

FOR: FLOOD CONTROL, MISSISSIPPI RIVER AND TRIBUTARIES, YAZOO BASIN, YALOBUSHA RIVER WATERSHED, CHICKASAW AND WEBSTER COUNTIES, MISSISSIPPI, MISSISSIPPI DELTA HEADWATERS PROJECT (DEC), LOW DROP GRADE CONTROL STRUCTURE, LD-02-03.

TO OPEN: 1400 HOURS, 25 JANUARY 2005, LOCAL TIME AT PLACE OF BID OPENING

- SEALED BIDS FOR THE WORK DESCRIBED HEREIN WILL BE RECEIVED UNTIL 1400 HOURS, 25 JANUARY 2005, LOCAL TIME AT PLACE OF BID OPENING.
- YOUR ATTENTION IS DIRECTED TO SECTION 00100, INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS, CLAUSE ENTITLED "SUBMISSION OF BIDS." IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT BIDS SENT BY COMMERCIAL CARRIER ARE CLEARLY IDENTIFIED AS CONTAINING A SEALED BID ON THE OUTERMOST ENVELOPE. THIS INCLUDES, BUT IS NOT LIMITED TO, BIDS SENT VIA: FEDERAL EXPRESS, AIRBORNE EXPRESS, EXPRESS COURIER SERVICES, INC., EXPRESS MAIL - U.S. POSTAL SERVICE, UNITED PARCEL SERVICE AND PUROLATOR.
- NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.
- NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE CONTRACT CLAUSE ENTITLED, "AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION," WHICH WILL APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.
- NOTE THE PERFORMANCE AND PAYMENT BOND REQUIREMENT OF THE CONTRACT CLAUSE "BID GUARANTEE." BID BOND, PERFORMANCE BOND AND PAYMENT BOND WILL NOT BE REQUIRED UNLESS TOTAL BID IS \$25,000 OR MORE.
- SEE SECTION 00800, SPECIAL CONTRACT REQUIREMENTS, CLAUSE ENTITLED COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK."
- SEE SECTION 01000, GENERAL CONTRACT REQUIREMENTS CLAUSE ENTITLED, "PAYMENT INVOICES" WHICH WILL APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION. THE FEDERAL ACQUISITION REGULATION REQUIRES THAT THE "REMIT TO" ADDRESS OF THE INVOICE MATCH THE "REMIT TO" ADDRESS ON THE CONTRACT OR A PROPER NOTICE OF ASSIGNMENT.
- THIS IS AN UNRESTRICTED PROCUREMENT.

MAIL BIDS TO THE VICKSBURG DISTRICT HEADQUARTERS BUILDING, PLANS AND SPECIFICATIONS ROOM, ROOM 142A, 4155 CLAY STREET, VICKSBURG, MISSISSIPPI 39183-3435. BIDS SENT BY COMMERCIAL CARRIER SHALL BE CLEARLY MARKED ON THE OUTER ENVELOPE AS CONTAINING A "SEALED BID." BIDS MUST BE RECEIVED PRIOR TO THE EXACT TIME SET FOR BID OPENING.

HAND CARRIED BIDS MUST BE DELIVERED TO THE PLANS AND SPECIFICATIONS ROOM, ROOM 142A IN THE VICKSBURG DISTRICT HEADQUARTERS BUILDING, 4155 CLAY STREET, VICKSBURG, MISSISSIPPI 39183-3435. ALL BIDS MUST BE RECEIVED PRIOR TO THE EXACT TIME SET FOR BID OPENING. NOTE: BIDS DELIVERED LATER THAN 15 MINUTES PRIOR TO THE TIME SET FOR THE BID OPENING SHALL BE DELIVERED DIRECTLY TO ROOM 103, BID OPENING ROOM, RATHER THAN ROOM 142A, THE PLANS AND SPECIFICATIONS ROOM.

TELEGRAPHIC BID MODIFICATIONS AND WITHDRAWALS. TO VERIFY ACCEPTANCE OF TELEGRAPHIC BID MODIFICATION OR WITHDRAWALS, AND DELIVERY TO THE DESIGNATED OFFICE FOR BID OPENINGS, BIDDERS SHOULD CALL AT THEIR EXPENSE TELEPHONE NUMBER (601) 631-5352.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912EE-05-B-0004	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB)	3. DATE ISSUED 17 DECEMBER 2004	PAGE 1
		<input type="checkbox"/> NEGOTIATED (RFP)		

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W807PM-4324-5395	6. PROJECT NO.
7. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG, MS 39183-3435	CODE W912EE	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> See Item 7

9. FOR INFORMATION CALL:	A. NAME Stacy D. Thurman	B. TELEPHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALLS)</i> (601)631-5820
--------------------------	-----------------------------	--

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

**FLOOD CONTROL, MISSISSIPPI RIVER AND TRIBUTARIES
 YAZOO BASIN, YALOBUSHA RIVER WATERSHED,
 CHICKASAW AND WEBSTER COUNTIES, MISSISSIPPI,
 MISSISSIPPI DELTA HEADWATERS PROJECT (DEC),
 LOW DROP GRADE CONTROL STRUCTURE, LD-02-03**

DESCRIPTION OF WORK: The work consists of furnishing all plant, labor, materials and equipment, and constructing three low drop grade control structures in Chickasaw and Webster Counties, Mississippi. Principal features of the work include clearing and grubbing, excavation, fill, backfill, engineering fabric, stone protection, control of water, reforestation, erosion control, concrete grout for stone protection, using the Government-furnished software (RMS) for electronic exchange of information and management of the contract (See Section 01312 QUALITY CONTROL SYSTEM), storm water pollution prevention, and environmental protection. All units of measure are metric.

ESTIMATED VALUE OF PROPOSED WORK IS BETWEEN \$500,000.00 and \$1,000,000.00

11. The Contractor shall begin performance within 10 calendar days and complete it within 250 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. *(See Section 00800 _____.)*

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
--	--------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed Offers in original copy to perform work required are due at the place specified in Item 8 by 1400 (hour) local time 25 JAN 2005 *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SECTION 00010 – BIDDING SCHEDULE

**FLOOD CONTROL, MISSISSIPPI RIVER AND TRIBUTARIES
YAZOO BASIN, YALOBUSHA RIVER WATERSHED,
CHICKASAW AND WEBSTER COUNTIES MISSISSIPPI, MISSISSIPPI
DELTA HEADWATERS PROJECT (DEC), LOW DROP GRADE CONTROL
STRUCTURE, LD-02-03**

ITEM NO	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	AMOUNT
0001	Low Drop Grade Control Structure, Dry Creek, Site 1	1	LS	FOR	\$_____
0002	Low Drop Grade Control Structure, Dry Creek, Site 2	1	LS	FOR	\$_____
0003	Low Drop Grade Control Structure, Dry Creek, Site 3	1	LS	FOR	\$_____
				TOTAL	\$_____

NOTES:

(1) Bidders are reminded that if a bid bond is required under this solicitation, proper bid bonds and documents related thereto are matters that may not be corrected after bid opening. The Comptroller General of the General Accounting Office has issued a recent decision that may impact acceptability of bid bonds and related documents. This case, in part, concludes that a Power of Attorney (POA) bearing mechanically produced signatures may be insufficient to evince a surety's intent to be bound and may result in rejection of the bid as nonresponsive. For this reason your attention is directed to *All Seasons Construction, Inc. B-291166.2*, December 6, 2002,

Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Memphis, Tennessee, Non-SMSA Counties, which includes Chickasaw and Webster Counties, Mississippi.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.222-39 – Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (Dec 2004)

(a) Definition. As used in this clause--

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

Project: FC/MR&T, YAZOO BASIN
YALOBUSHA RIVER WATERSHED, ~~CALHOUN~~ CHICKASAW & WEBSTER COUNTIES,
MISSISSIPPI

Contract No: W912EE-05-C-0XXX

Contractor: (Contractor's name and city)

The project identification sign shall meet the requirements specified in the U.S. Army Corps of Engineers Sign (USACES) Standards Manual, EP 310-1-6a and EP 310-1-6b. A copy of the sign standards manual is available for review at the office of the Vicksburg District Sign Program Manager and questions concerning manufacture and installation of the project identification sign may be addressed to:

Vicksburg District Sign Program Manager (Lawran Richter)
ATTN: CEMVK-OD-MN
4155 Clay Street
Vicksburg, MS 39183-3435
Telephone: (601) 631-5287

1.12 MINIMUM REQUIRED INSURANCE

The following paragraph is applicable if the services involved are performed on a Government Installation. Government Installation is defined as property where the Government holds by fee simple title, by construction rights-of-way, or perpetual easement, etc., an interest in real property. See Contract Clause INSURANCE-WORK ON A GOVERNMENT INSTALLATION.

a. Workmen's Compensation and Employer's Liability Insurance. The Contractor shall comply with all applicable workmen's compensation Statutes of the State of Mississippi and shall furnish evidence of Employer's Liability Insurance in an amount of not less than \$100,000.

b. General Liability Insurance. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence on the comprehensive form of policy.

c. Automobile Liability Insurance. Minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. This insurance shall be on the comprehensive form of policy and shall cover the operation of all automobiles used in performance of the contract.

1.13 WORK IN QUARANTINED AREA

The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5, "Plant Pest Quarantined Areas and Foreign Soil Samples" attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all

SECTION TABLE OF CONTENTS
DIVISION 01 - GENERAL REQUIREMENTS
SECTION 01270
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

1.1.1 Lump Sum Items

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section Table of Contents --

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, submittal procedures, storm water pollution prevention, environmental protection, meeting safety requirements, tests and reports, for using the Government-furnished software (RMS) for electronic exchange of information and management of the contract (See Section 01312 QUALITY CONTROL SYSTEM), for complying with all requirements of Section 01452 MILESTONE COMPLIANCE REVIEW PROCEDURE (MCRP), and for performing all work required for which separate payment is not otherwise provided.

1.1.1 Lump Sum Items

a. "Low Drop Grade Control Structure, Dry Creek, Site 1"

(1) Payment will be made for all costs associated with constructing the low drop grade control structure at Site 1, including all work required at the site, and all work incidental thereto.

(2) Unit of measure: lump sum.

b. "Low Drop Grade Control Structure, Dry Creek, Site 2"

(1) Payment will be made for all costs associated with constructing the low drop grade control structure at Site 2, including all work required at the site, and all work incidental thereto.

(2) Unit of measure: lump sum.

c. "Low Drop Grade Control Structure, Dry Creek, Site 3"

(1) Payment will be made for all costs associated with constructing the low drop grade control structure at Site 3, including all work required at the site, and all work incidental thereto.

(2) Unit of measure: lump sum.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

Environmental Protection Plan required by Section 01354 ENVIRONMENTAL PROTECTION.

1.2.1 Small Construction Notice of Intent

A Small Construction Notice of Intent (SCNOI) is not required to be filed with the permitting agency unless requested by MDEQ. The Contractor shall complete and certify a separate SCNOI form for each construction site under this contract that has more than 0.4 hectares (one acre) disturbed. The SCNOI, along with the Contractor's Storm Water Pollution Prevention Plan, shall be kept on each site, or locally available at the Contractor's project office, and available for review for the duration of the contract. A copy of the SCNOI form is attached at the end of this section. The Contractor shall provide six copies of the certified SCNOI for each site to the Contracting Officer at least 7 days prior to the Preconstruction Conference. See Section 01000 GENERAL CONTRACT REQUIREMENTS, paragraph PRECONSTRUCTION CONFERENCE.

1.3 SUBMITTALS

Government approval is required for all submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Filter Fabric

The Contractor shall submit a certificate of compliance attesting that the filter fabric meets the specified requirements.

1.4 SITE DESCRIPTION

1.4.1 Nature of Construction Activity

The work consists of furnishing all plant, labor, materials and equipment, and constructing three low drop grade control structures in ~~Calhoun~~ Chickasaw and Webster Counties, Mississippi. Principal features of the work include clearing and grubbing, excavation, fill, backfill, engineering fabric, stone protection, control of water, reforestation, erosion control, concrete grout for stone protection, using the Government-furnished software (RMS) for electronic exchange of information and management of the contract (See Section 01312 QUALITY CONTROL SYSTEM), storm water pollution prevention, and environmental protection. All units of measure are metric.

1.4.2 Major Activities Which Disturb Soils

The major activities which will disturb the soil at the site include clearing and grubbing, excavation, embankment, and grading.

1.4.3 Estimated Areas Affected

The total area of the construction site is approximately 1.0 hectares. The area of soil that will be disturbed is approximately 0.74 hectares.

1.4.4 Runoff Coefficient

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01452

MILESTONE COMPLIANCE REVIEW PROCEDURE (MCRP)

PART 1 GENERAL (Not Applicable)

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

3.2 MILESTONES

3.2.1 Pre-determined Milestones

3.2.2 Changes to the List

3.3 COORDINATION MEETING

3.4 PROGRESS OF COMPLIANCE REVIEWS

3.4.1 Contractor Notification Requirement

3.4.2 Notification of Noncompliance

3.4.3 Repeated Reviews

3.5 DOCUMENTATION

3.5.1 Contractor Documentation of MCRP Visits

3.5.2 Clearance for Proceeding Beyond Milestones

-- End of Section Table of Contents --

SECTION 01452

MILESTONE COMPLIANCE REVIEW PROCEDURE (MCRP)

PART 1 GENERAL (Not Applicable)

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Milestone Compliance Review Procedure (MCRP) is a process by which the Government efficiently performs part of its Quality Assurance responsibilities. It is intended to allow intensive, productive review of construction items in-place through scheduled visits at pre-determined milestones in the progress of the work. The intent of the review of construction items is to determine if the Contractor's QC system is functioning properly as well as determining if work may proceed. Work may not proceed past the pre-determined milestones without clearance in writing from the Government's on-site Quality Assurance Representative (QAR). Such clearance is only issued after successfully passing the compliance review of all work done up to the point of the milestone. If all is found to be in compliance, the QAR will issue written clearance before leaving the site. The Contractor must allow time in the progress schedule for these reviews to occur, one day for each milestone listed. Unless otherwise approved by the Contracting Officer's Representative, any deficiencies noted must be corrected prior to proceeding beyond the milestone and, if directed, a repeat review is performed and cleared. Government labor and travel costs for repeated reviews necessary because of noncompliance will be charged to the Contractor through "Other Deductions" on the monthly progress payments (reference Contract Clause 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)). No extension of contract time will be warranted for delays resulting from Contractor's failure to be ready at the designated time or failure to comply with the requirements of the contract. These will not necessarily be the only compliance reviews or inspections performed by the Government. The Government reserves the right to perform unscheduled site visits, inspections and tests. Further, this procedure in no way relieves the Contractor of his responsibilities under Contractor Quality Control provisions of the contract and issuance of the written clearance is not to be considered by the Contractor to constitute partial acceptance of the work. Rather, this procedure places added significance to Contractor Quality Control to insure that all work will be in compliance when milestone reviews are performed by the Government.

3.2 MILESTONES

3.2.1 Pre-determined Milestones

The following milestones have been pre-determined for this project:

After completion of excavation at each site.

After completion of all work at each site.

In rare cases, where two milestones may be reached concurrently, such

reviews may be combined so as to be done in the same visit. Repeated milestone reviews will also be conducted on the same definable features of work if: the quality of work is found to be in noncompliance at a regular listed milestone review; onsite work is to be resumed after a substantial period of inactivity; or if other problems develop.

3.2.2 Changes to the List

The Government may add up to three additional milestones to the list at no additional cost to the Government.

3.3 COORDINATION MEETING

At the Coordination Meeting required for Contractor Quality Control, the Government and the Contractor will jointly review the listed milestones, making any additions or adjustments to list. A tentative schedule of the reviews will be discussed so that a full understanding is achieved, allowing the Contractor to include milestone reviews in the progress schedule.

3.4 PROGRESS OF COMPLIANCE REVIEWS

On the scheduled dates for each milestone compliance review, Government Quality Assurance Personnel, augmented by other inspection and engineering personnel as Government deems appropriate, will visit the jobsite to accomplish the MCR. The CQC manager or an acceptable alternate QC staff member will also participate in the inspection. A thorough review of all on-site work will be accomplished by comparison with contract plans and specifications as well as referenced standards and procedures. At the start of the MCRP, the Contractor shall identify any known minor variation/deviation from the contract on the covered work. Following are typical of items to be reviewed at each MCR:

- Environmental Protection and Storm Water Pollution Protection
- Safety
- Contractor's QC Records
- Bulletin Boards
- Project Signs
- Workmanship
- Materials
- Equipment
- Finished work tolerance compliance
- Work Progress compared to schedule
- Project Site Files

Government will review all items of work in-progress. Work accomplished at previous milestones is also subject to review and must be maintained in compliance until final acceptance of the entire project.

3.4.1 Contractor Notification Requirement

The Contractor must provide the Government with general notification of dates of all milestone reviews by including the milestones on the required progress schedule. As the date for the review draws near, the Contractor must confirm the date by written notification to the Quality Assurance Representative not less than two business days prior to the intended date of the review. Once the date of the review is made firm, any change to the date by the Contractor may be considered a repeat review. No MCR's will be scheduled on weekends. Upon completion of the review, if deficiencies are

noted that cannot immediately be corrected, the milestone review must be rescheduled and repeated on another day.

3.4.2 Notification of Noncompliance

Prior to leaving the site on the day of the milestone review, the QAR will notify the Contractor of any detected noncompliance with the contract requirements. The Contractor may not proceed with work beyond the milestone until all such instances of noncompliance have been corrected, the repeat milestone review has been performed, and a written clearance issued for the milestone.

3.4.3 Repeated Reviews

In cases in which it is necessary for a milestone review to be repeated, the Contractor may be charged for the Government's labor and travel costs associated with the repeated review, up to a maximum of \$1,000 per day for each person required to be present for the repeat review, plus travel costs. Such costs will be deducted from payments due the Contractor through "Other Deductions" on the next monthly progress payment.

3.5 DOCUMENTATION

3.5.1 Contractor Documentation of MCRP Visits

The Contractor shall include complete documentation of all review proceedings in a report attached to the Daily Quality Control report for the day of the visit. The report shall include both compliant and deficient work, discussions held on-site, corrective actions planned, etc. Any deficiencies noted shall be reported by the Contractor in the Government furnished Construction Contractor Module of the Resident Management System (RMS), Deficiency Tracking database, as specified in Section 01312 QUALITY CONTROL SYSTEM (CQS). The Contractor shall also maintain on site a list of all required MCR's with current scheduled dates and a copy of completed and signed previously accomplished MCR's.

3.5.2 Clearance for Proceeding Beyond Milestones

Upon completion of a Milestone Compliance Review, if all work is in compliance, the Contractor will be issued a written clearance prior to Government representative's leaving the site. This clearance becomes the Contractor's authorization to proceed beyond the milestone.

-- End of Section --